

R-90-A-77

RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH
CLERK TO SIGN CONTRACT WITH THE HACKENSACK
MEADOWLANDS DEVELOPMENT COMMISSION

INTRODUCED BY: COUNCILMAN MARTONE

SECONDED BY: COUNCILMAN TORRAO

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
BOROUGH OF NORTH ARLINGTON, IN THE COUNTY OF BERGEN, STATE OF
NEW JERSEY, THAT THE MAYOR AND BOROUGH CLERK ARE HEREBY AUTHORIZED
TO ENTER INTO AN AGREEMENT BETWEEN THE BOROUGH OF NORTH ARLINGTON
AND THE HACKENSACK MEADOWLAND'S DEVELOPMENT COMMISSION IN REFER-
ENCE TO BALER SITE.

AYES: COUNCILMEN DELEY, KAISER, MARTONE, MEEHAN AND TORRAO

NAYS: COUNCILWOMAN HAAG

APPROVED:

Ernest T. Cerone
ERNEST T. CERONE
MAYOR

ATTEST:

Hedley D. House
HEDLEY D. HOUSE
BOROUGH CLERK

DATED: MARCH 15, 1977

CERTIFICATION

I, HEDLEY D. HOUSE, Borough Clerk of the Borough of North Arlington,
Bergen County, New Jersey, do hereby certify this to be a true passed by the
Mayor and Council at a Regular Meeting dated March 15, 1977.

Hedley D. House
HEDLEY D. HOUSE, Borough Clerk

H. M. D. C.

APR 1 1977

RECEIVED

CONTRACT FOR SALE

AGREEMENT, dated *March 22* 1977, among the STATE OF NEW JERSEY, by its Department of Environmental Protection (and the Natural Resource Council therein) hereinafter referred to as "the State", the BOROUGH OF NORTH ARLINGTON in the County of Bergen, State of New Jersey, hereinafter referred to as "the Borough" and the HACKENSACK MEADOWLANDS DEVELOPMENT COMMISSION, a public body corporate and politic, in but not of the Department of Community Affairs, hereinafter referred to as "the Commission";

WHEREAS, the State and the Borough are desirous of conveying for the purpose of constructing a solid waste baling facility by deed in the form annexed hereto, to the Commission all of their right, title and interest in those certain lots, tracts of land and premises located in the Borough of North Arlington, in the County of Bergen and State of New Jersey, described on Schedule A annexed hereto and hereinafter referred to as "the Premises"; and

WHEREAS, the Premises has been claimed in its entirety by the State pursuant to N.J.S.A. 13:1B-13.1 et seq.; and

WHEREAS, the Borough is record owners of the Premises as more fully described in Schedule A; and

WHEREAS, the State and the Borough are desirous of resolving their claims to the Premises; and

WHEREAS, the Commission is desirous of immediately obtaining all right, title and interest of the State and the Borough.

W I T N E S S E T H

That the State and the Borough, in consideration of the purchase price as hereinafter mentioned and in consideration of the other terms and provisions of this Agreement, agree that the State and the Borough will well and sufficiently convey to the Commission, by a deed in the form annexed hereto, all their right, title and interest in the Premises, for the purpose of constructing a solid waste baling facility.

1. The purchase price shall be the fair market value as of the date of this Agreement of the Premises in their unimproved state as agreed upon by the State, the Borough and the Commission. The State, the Borough and the Commission expressly agree that the fair market value of the Premises as of this date in their unimproved state is \$286,627.50.

2. Within 48 hours from the delivery of the deeds the Commission shall pay the purchase price into an interest-bearing escrow account. The fair market value with accrued interest shall be paid over from the escrow account to the State and/or the Borough in the ratio of the value of their respective interests in the Premises to the value of the Premises as a whole as agreed upon between the State and the Borough when the agreement as to respective interests is reached. At such time the escrow account shall be dissolved and any payments with interest shall be paid over as due to the State and/or the Borough in the ratio of their agreed upon respective interests.

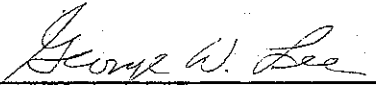
3. If within eighteen (18) months from the date of this Agreement the State and the Borough have not reached an agreement as to the extent of their respective interests in the premises, the State and the Borough agree to jointly file and diligently prosecute a quiet title action in the Superior Court of New Jersey to determine their respective interest in the premises. Upon the reaching of an agreement as to their respective interests or at the conclusion of said quiet title action and any appeals which may be taken therefrom, whichever is applicable, the fair market value with accrued interest shall be paid over from the escrow account to the State and/or the Borough in the ratio of the value of their respective interests in the Premises to the value of the Premises as a whole and at such time the escrow account shall be dissolved.


4. The Commission may enter into possession of the Premises on the date of this Agreement. Upon and by its entry into possession of any portion of the Premises, the Commission agrees to hold the State and the Borough safe and harmless from any and all liability for personal injuries, death or property damage resulting from the acts or omissions of the Commission, its agents, servants, or independent contractors, on or adjacent to the Premises, or resulting from any condition of or on the said Premises. Said Commission further agrees to defend any action brought against the State or the Borough in connection with any such alleged liability, at its sole cost and expense, at the specific request of the Attorney General of New Jersey.

5. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the State of New Jersey has caused these presents to be signed by the Governor, the Commissioner of Environmental Protection, the Director of the Division of Marine Services of the Department of Environmental Protection, and the Chairman of the Natural Resource Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed, and has caused these acts to be attested by the Attorney General and the Secretary of State, and the Borough of North Arlington has caused these presents to be signed by its Mayor and its seal to be hereunto affixed, and the Hackensack Meadowlands Development Commission has caused these presents to be signed by its Chairman and Secretary and its seal to be hereunto affixed, and the Hackensack Meadowlands Development Commission has caused these presents to be signed by its Chairman and Secretary and its seal to be hereunto affixed as of the date first above written.


ATTEST:

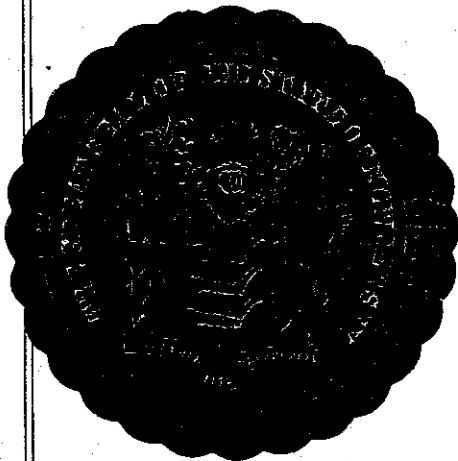

Acting Secretary of State

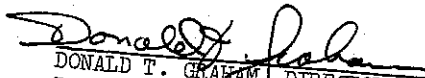

BRENDAN T. BYRNE, GOVERNOR


ATTEST:


WILLIAM F. HYLAND
Attorney General



DAVID J. BARDEN, COMMISSIONER
Department of Environmental Protection




DONALD T. GRAHAM, DIRECTOR
Division of Marine Services


DAVID P. MOORE, CHAIRMAN
Natural Resource Council,
Certifying that the Natural Resource
Council has approved this action

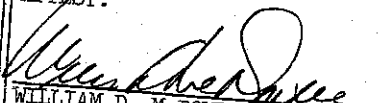
ATTEST:


Hedley D. House, Borough Clerk

BOROUGH OF NORTH ARLINGTON

By: 
ERNEST T. CERONE, MAYOR

ATTEST:


WILLIAM D. McDOWELL,
Secretary

HACKENSACK MEADOWLANDS DEVELOPMENT
COMMISSION


PATRICIA Q. SHEEHAN, CHAIRMAN

SCHEDULE A

Starting at a point formed by the intersection of the northerly right-of-way line of the Belleville Turnpike and the easterly property line of Lot 8, Block 10, Kearny, and running thence North $38^{\circ} - 11' - 48.8''$ East 879.53 feet, thence North $07^{\circ} - 48' - 18.8''$ East 317.12' to point and place of BEGINNING; thence (1) North $07^{\circ} - 48' - 18.8''$ East 853.26 feet; thence (2) North $04^{\circ} - 11' - 18.8''$ East 549.61 feet; thence (3) South $85^{\circ} - 48' - 41.2''$ East 240.60 feet; thence (4) South $68^{\circ} - 48' - 41.2''$ East 361.31 feet; thence (5) South $21^{\circ} - 11' - 18.8''$ West 1237.29 feet; thence (6) South $73^{\circ} - 33' - 33.8''$ West 207.00 feet; thence (7) South $69^{\circ} - 12' - 03.8''$ West 93.20 feet, to the point and place of BEGINNING;

Containing an area of 554,926.337 square feet or 12.739 acres; being known as part of Lot 1, Block 175, and part of Lot 1, Block 177, as laid down on the "Tax assessment maps of the Borough of North Arlington, Bergen County, New Jersey", and dated October 1, 1959; being an accurate survey by Neglia Engineering Associates, 710 Ridge Road, Lyndhurst, completed on February 11, 1977.

SUPPLEMENTAL AGREEMENT

WHEREAS, by Contract of Sale dated *March 22*, 1977 among the State of New Jersey by its Department of Environmental Protection (and the Natural Resource Council therein), the Borough of North Arlington, County of Bergen, State of New Jersey ("Borough"), and the Hackensack Meadowlands Development Commission, a public body corporate and politic in but not of the Department of Community Affairs ("Commission"), the Borough agreed to convey all of its right, title and interest in certain premises situate in the Borough of North Arlington to the Commission for the purpose of constructing a solid waste baling facility.

WHEREAS, the Commission proposes to construct on said premises a solid waste baling facility, said facility to be constructed according to plans and specifications approved by the State of New Jersey, Department of Environmental Protection;

WHEREAS, the Commission proposes to transport the bales produced at said facility to the balefill site by means of an access road located on other property situate in and owned by the Borough;

WHEREAS, the Commission proposes to acquire from the Borough in the near future the rights to utilize part of said balefill site and the access road by lease, sale or condemnation; however, said Borough shall have use of any and all access roads to be built by the Commission;

WHEREAS, it is understood by the Borough and the Commission that ownership of the aforementioned balefill site and access road is also asserted by the State of New Jersey by virtue of its ri-

WHEREAS, it is the intent of the Borough and the Commission that the following consideration is supplemental to that recited in the aforementioned *March 22,* 1977 Contract of Sale and is also made to induce the Borough to convey to the Commission whether by lease, sale or however the right to utilize the aforementioned balefill site;

W I T N E S S E T H

That the Commission and the Borough agree that as additional consideration for the premises conveyed by the aforementioned Contract of Sale dated *March 22* 1977, and by way of consideration for premises to be conveyed or leased to the Commission by the Borough in the future for use as a balefill site and access road, that:

1. The Borough shall be entitled, either by itself or through its solid waste collection contractor, to dispose of that amount of solid waste collected pursuant to its solid waste collection contract free of charge for ten (10) years or the life of the project, whichever is longer, at the solid waste baling facility to be constructed by the Commission on the subject premises. In the event that the solid waste baling facility should not continue in operation for ten years, the Borough shall from the time of discontinuance have the right to continue to dispose of the agreed upon amount of solid waste free of charge at any other solid waste facility owned by the Commission, if same exists, until the ten-year period expires, or the life of the project, whichever is longer.

In the event that the Commission does not own any additional solid

at any other solid waste facility. It is expressly understood and agreed by the parties that, when feasible, a determination shall be made defining the tonnage of solid waste collected pursuant to the Borough's collection contract and that said tonnage along with a reasonable growth factor shall constitute a ceiling on the amount of free disposal to which the Borough shall be entitled pursuant to this section. In any event this entitlement is not transferable and shall not be assigned, conveyed or in any way transferred to a third party.

2. The Commission shall construct the access road from the Belleville Turnpike to the baler site as shown on the baler project plans. Said access road shall be an improved, two lane bituminous concrete pavement consisting of an asphalt concrete surface, an asphalt concrete base, a crushed stone base, and a sub-base material, and shall be a road open to the public.

3. The Commission shall not install more than two (2) 1,000 tons per day solid waste baling machines in the building to be constructed on the premises.

4. The Commission shall construct and operate the baler facility in accordance with all applicable local, state and federal health and environmental rules and regulations.

5. It is expressly understood between the parties that the baler facility as designed contemplates the installation and utilization of a "package" waste water treatment facility to treat the waste water generated at the baler facility. However, in the event that the Commission desires to utilize additional waste water treatment facilities outside of the confines of the baler site, the Commission shall utilize waste water treatment facilities of the Borough if same are available and suitable

when needed by the Commission and shall pay for use of said facilities at the prevailing rate.

6. The Commission shall avail the Borough of its expertise, assistance and cooperation in the planning for the development of the Porete Avenue area of the Borough.

7. It is further agreed that the Commission shall pay the Borough the sum of 10 (\$.10) cents per ton for the first 1,000 tons and 5 (\$.05) cents per ton for the second 1,000 tons, should a second baler be installed at the site, for anticipated municipal services. Said sums shall not be payable to the Borough for that tonnage of Borough solid waste disposed of by the Borough pursuant to the entitlement of Paragraph 1 hereof. It is expressly understood and agreed that this entitlement is contingent upon the approval by the Board of Public Utility Commissioners of said payment as part of the chargeable rate for disposal at said baler facility.

8. If in the event the Commission decides to sell or convey the Premises, exclusive of the improvements to be constructed on the Premises, described in Schedules A and B of the Contract of Sale dated *March 20, 1977* the Borough shall have the right of first refusal at the same price.

9. In the event that any provisions of this agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions

10. It is expressly understood and agreed by the parties that the considerations enumerated in this Supplemental Agreement will inure to the Borough regardless of the ultimate determination of ownership interest between the Borough and the State as contemplated by the aforementioned Contract of Sale dated *March 22, 1977* 1977.

11. It is further expressly understood and agreed by the parties that this Supplemental Agreement and the Contract of Sale dated *March 22, 1977* constitute the entire agreement between the Borough and the Commission and that the considerations enumerated in the Contract of Sale and the Supplemental Agreement satisfy any and all obligations which are or may be owed by the Commission to the Borough with respect to the acquisition and use of the Premises, including but not limited to payments in lieu of taxes, on which the baler facility is to be constructed and with respect to the operation of the baler facility on property situate in the Borough.

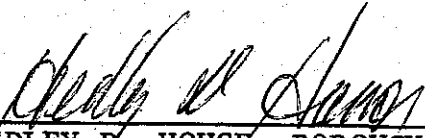
12. In the event that the Commission chooses not to construct the proposed baler facility on said Premises or in the event that construction of said facility on the Premises is prohibited directly or indirectly or made economically unfeasible by a final Judgment Decision or Order of a court or agency of competent jurisdiction which is no longer appealable or which has not been appealed, then in that event, all right, title and interest in the Premises conveyed by the Borough to the Commission shall revert from the Commission to the Borough. In the event of such a reverter the Commission shall succeed to all right, title and interest of the Borough to the escrow account established pursuant to Paragraph 2 of the Contract of Sale

dated *March 22, 1977* and will succeed to and assume any and all rights of negotiations for the determination, whether by agreement or litigation, of ownership interests with the State of New Jersey as contemplated by Paragraph 3 of the Contract of Sale dated

IN WITNESS WHEREOF, the Borough of North Arlington has caused these presents to be signed by its Mayor and its seal to be hereunto affixed, and the Hackensack Meadowlands Development Commission has caused these presents to be signed by its Chairman and Secretary and its seal to be hereunto affixed as of the date first above written.

ATTEST:

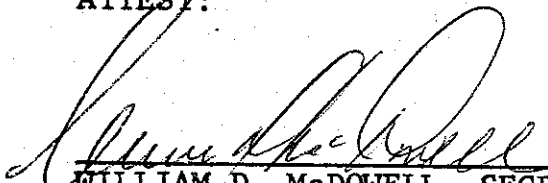
BOROUGH OF NORTH ARLINGTON


HEDLEY D. HOUSE, BOROUGH CLERK


ERNEST T. CERONE, MAYOR

ATTEST:

HACKENSACK MEADOWLANDS
DEVELOPMENT COMMISSION


WILLIAM D. McDOWELL, SECRETARY


PATRICIA Q. SHEEHAN, CHAIRMAN

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
DIVISION OF
MARINE SERVICES

Consideration \$ EX.
Realty Transfer Fee EX.
Recording Fee 13.25
By R.C. Total \$ 13.25

Recorded in Liber..... N-6

Folio..... 150-160

THE STATE OF NEW JERSEY

TO

HACKENSACK MEADOWLANDS DEVELOPMENT COM.

Grant

Dated March 22

19 77

Record and Return to

Gary S. Rosensweig, Esq.
Hackensack Meadowlands Development
Commission
1099 Wall Street West
Lyndhurst, N.J. 07071

THIS CONVEYANCE SHOULD BE RE-
CORDED IN THE DEED RECORD AT
THE CLERK'S OFFICE IN THE COUNTY
IN WHICH THE LANDS ARE SITUATE.

ABSTRACTED

BOOK 6224 PAGE 423

MAR 24 77

DEED

14,655 13.25

13.25

MEADOWLANDS GRANT

THE STATE OF NEW JERSEY

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING:

WHEREAS, the State of New Jersey claims ownership of some or all of a portion of the lands hereinafter described as now or formerly flowed by tide;

AND WHEREAS, the Division of Natural Resources now designated as the Division of Marine Services (hereinafter "Division") in the Department of Environmental Protection has succeeded to the powers and duties of the Division of Navigation in the Department of Conservation;

AND WHEREAS, the Natural Resource Council (hereinafter "Council") in the Department of Environmental Protection has succeeded to the powers and duties of the Resource Development Council in the Department of Conservation and Economic Development;

AND WHEREAS, HACKENSACK MEADOWLANDS DEVELOPMENT COMMISSION, (a public body corporate and politic in the Department of Community Affairs) representing itself to be or about to become the record owner of the lands hereinafter described in the Borough of North Arlington, in the County of Bergen and State of New Jersey, has applied to the Division for a grant of said lands and to have it fix the boundaries thereof and determine the price or compensation to be paid therefor, and the conditions and limitations of said grant;

AND WHEREAS, a majority of the members of the Council and the authorized State officials having due regard for the public interest have approved the grant of the lands hereinafter described upon the conditions and limitations herein set forth and have fixed the sum of TWO HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED TWENTY-SEVEN AND FIFTY HUNDREDTHS DOLLARS (\$286,627.50) as the price or reasonable compensation to be paid to the State for said lands.

NOW, THEREFORE, the State of New Jersey, acting pursuant to N.J.S.A. 13:1B-13.1 et. seq. by and through the Division, the Governor and the Commissioner of Environmental Protection and a majority of the members of the Council approving in consideration of the premises, conditions and limitations herein contained, and of the said sum above set forth duly paid by the grantee to the State, the receipt whereof is hereby acknowledged, does grant and convey unto the said HACKENSACK MEADOWLANDS DEVELOPMENT COMMISSION, (a public body corporate and politic in the Department of Community Affairs) having an office at 1099

RECEIVED

1977 MAR 24 AM 10:33

Paul R. Hartman
BERGEN COUNTY CLERK

Consideration \$
Rec'dy Transfer Fee \$
Recording Fee \$
By *R.C.* Total \$

Wall Street West, Lyndhurst, New Jersey and unto its successors

forever -- all the right, title and interest of the State of New Jersey in and to that tract of land, all of which the State of New Jersey claims was formerly flowed by the tidewaters of Sawmill Creek and its tributaries thereto situate in the Borough of North Arlington in the County of Bergen and State of New Jersey. Said tract of land granted herein was purportedly acquired or will be acquired by the grantee herein.

The several courses and distances of the tract of lands intended to be granted herein are shown by the dash lines of the map attached hereto and made a part hereof prepared by the Division as Map #76-0577, dated and said tract is more particularly bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly right-of-way line of the Belleville Turnpike and the easterly property line of Lot 8, Block 10, Kearny, and running thence North $38^{\circ} - 11' - 48.8''$ East 879.53 feet, thence North $07^{\circ} - 48' - 18.8''$ East 317.12' to point and place of BEGINNING; thence (1) North $07^{\circ} - 48' - 18.8''$ East 853.26 feet; thence (2) North $04^{\circ} - 11' - 18.8''$ East 549.61 feet; thence (3) South $85^{\circ} - 48' - 41.2''$ East 240.60 feet; thence (4) South $68^{\circ} - 48' - 41.2''$ East 361.31 feet; thence (5) South $21^{\circ} - 11' - 18.8''$ West 1237.29 feet; thence (6) South $73^{\circ} - 33' - 33.8''$ West 207.00 feet; thence (7) South $69^{\circ} - 12' - 03.8''$ West 93.20 feet, to the point and place of BEGINNING;

Containing an area of 554,926.337 square feet or 12.739 acres; being known as part of Lot 1, Block 175, and part of Lot 1, Block 177, as laid down on the "Tax assessment maps of the Borough of North Arlington, Bergen County, New Jersey", and dated October 1, 1959; being the same lands and premises shown on a survey by Neglia Engineering Associates, 710 Ridge Road, Lyndhurst, New Jersey, dated February 11, 1977.

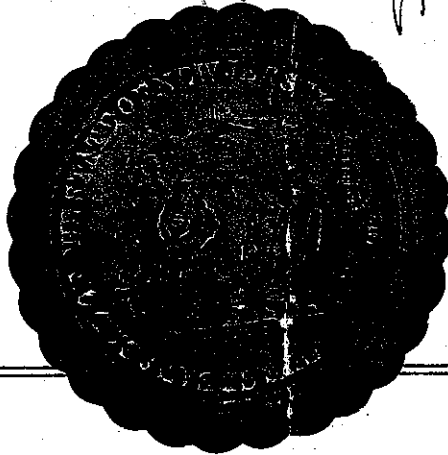
In the event that the grantee, its successors or assigns, shall use or permit any portion of said lands now or formerly flowed by tidewaters hereby granted to be used for any purpose other than a solid waste baler facility or for public use and recreation, then and in that event, this grant shall immediately become null and void as to such portion and all the right, estate or interest of the grantee in and to such portion of the above granted lands shall immediately cease and such portion shall automatically revert to the State of New Jersey in as full and ample manner as if this grant had not been made.

This conveyance is made with cognizance by the parties hereto of the existence of solid fill over all or part of the lands granted herein to which the State of New Jersey claims ownership as having been formerly flowed by tidewaters but which claim is by virtue of this grant released to the grantee.


TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging.

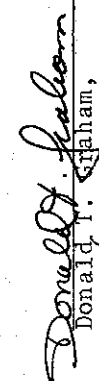
TO HAVE AND TO HOLD ALL and singular the above granted and described lands formerly under water and premises, subject to the terms and conditions, and limitations aforesaid unto the said HACKENSACK MEADOWLANDS DEVELOPMENT COMMISSION, its successors and assigns forever.


IN WITNESS WHEREOF, the State of New Jersey
has caused these presents to be signed by
the Governor, the Commissioner of Environ-
mental Protection, the Director of
the Division of Marine Services of the
Department of Environmental Protection and
the Chairman of the Natural Resource
Council, and has caused the Great Seal of
the State of New Jersey to be hereunto
affixed, and has caused these acts to be
attested by the Attorney General and the
Acting Secretary of State this 22
day of March, 1977



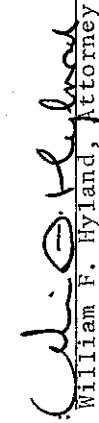

Brendan T. Byrne, Governor


David J. Bardin, Commissioner of
Environmental Protection


Donald T. Graham, Director
Division of Marine Services


David F. Moore, Chairman of Natural
Resource Council

ATTEST: 
George W. Lee, Acting Secretary of State

ATTEST: 
William F. Hyland, Attorney General

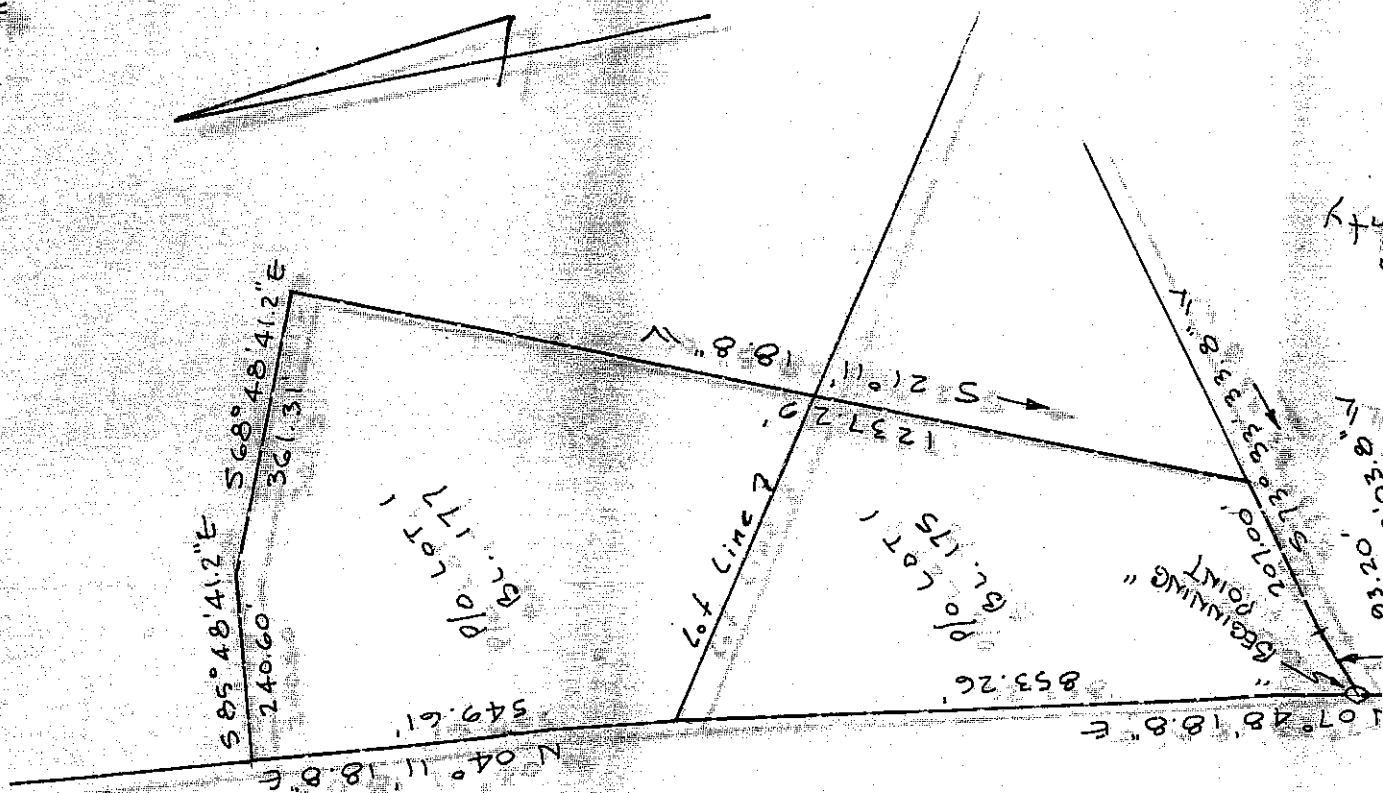
STATE OF NEW JERSEY)
COUNTY OF MERCER)

SS:

BE IT REMEMBERED, that on this 22nd day of **MARCH**,
Nineteen Hundred and Seventy-Seven before me, the subscriber a
Notary Public of New Jersey, personally appeared Robert W Lee

Acting
, who being by me duly sworn on his oath, says that he is
the/Secretary of State of the State of New Jersey, the grantor
named in the foregoing instrument; that he well knows the
Great Seal of the State of New Jersey; that the seal affixed to
said instrument is said seal and was thereto affixed by him as his
act and deed and as the act and deed of the said grantor; that on
the date of the execution of the said instrument, Brendan T. Byrne
was the Governor of the State of New Jersey, David J. Bardin was
the Commissioner of the Department of Environmental Protection,
Donald T. Graham was the Director of the Division of Marine
Services, William F. Hyland was the Attorney General, and David
F. Moore was the Chairman of the Natural Resource Council; that
he well knows their signatures; that the said instrument was
signed by the Governor, the Commissioner of Environmental
Protection, the Director of the Division of Marine Services and

#76-0577



Consideration \$ EX.
Realty Transfer Fee EX.
Recording Fee 11.25
By R.C. Total \$ 11.25

Deed

BOROUGH OF NORTH ARLINGTON, A
MUNICIPAL CORPORATION OF NEW
JERSEY

TO

CASH

HACKENSACK MEADOWLANDS DEVELOPMENT
COMMISSION, A PUBLIC BODY CORPORATE
AND POLITIC

MAR 24 77

D-ED

14,654 11.25

11.25

Dated

March

23,

1977

Record and Return to

Gary S. Rosensweig, Esq.
Hackensack Meadowlands Development
Commission
1099 Wall Street West
Lyndhurst, N.J. 07071

ABSTRACTED

BOOK 6224 PAGE 416

Between

~~XXXXXX~~ is located at 214 Ridge Road
in the Borough of North Arlington in the County of
Bergen and State of New Jersey herein designated as the Grantors,
And

~~residence~~ located at 1099 Wall Street West
in the Town of Lyndhurst in the County of
Bergen and State of New Jersey herein designated as the Grantees;

All that certain tract or parcel of land and premises, situate, lying and being in the Borough of North Arlington in the County of Bergen and State of New Jersey, more particularly described as follows:

Starting at a point formed by the intersection of the northerly right-of-way line of the Belleville Turnpike and the easterly property line of Lot 8, Block 10, Kearny, and running thence North $38^{\circ} - 11'$ - $48.8''$ East 879.53 feet, thence North $07^{\circ} - 48'$ - $18.8''$ East 317.12' to point and place of BEGINNING; thence (1) North $07^{\circ} - 48'$ - $18.8''$ East 853.26 feet; thence (2) North $04^{\circ} - 11'$ - $18.8''$ East 549.61 feet; thence (3) South $85^{\circ} - 48'$ - $41.2''$ East 240.60 feet; thence (4) South $68^{\circ} - 48'$ - $41.2''$ East 361.31 feet; thence (5) South $21^{\circ} - 11'$ - $18.8''$ West 1237.29 feet; thence (6) South $73^{\circ} - 33'$ - $33.8''$ West 207.00 feet; thence (7) South $69^{\circ} - 12'$ - $03.8''$ West 93.20 feet, to the point and place of BEGINNING;

Containing an area of 554,926.337 square feet or 12.739 acres; being known as part of Lot 1, Block 175, and part of Lot 1, Block 177, as laid down on the "Tax assessment maps of the Borough of North Arlington, Bergen County, New Jersey", and dated October 1, 1959; being an accurate survey by Neglia Engineering Associates, 710 Ridge Road, Lyndhurst, completed on February 11, 1977, said survey being attached hereto and made part hereof.

RECEIVED

1977 MAR 24 AM 10:32

Carl R. Hartman
BERGEN COUNTY CLERK

over

R I D E R

of Sale between the parties, dated March 22, 1977 and the Supplemental Agreement between the parties, dated March 12, 1977.

This deed transaction is exempt from the realty transfer fee imposed by c. 49, P.L. 1968 by virtue of being a conveyance from the Borough of North Arlington, a political subdivision of the State of New Jersey to the Hackensack Meadowlands Development Commission, an instrumentality of the State of New Jersey.

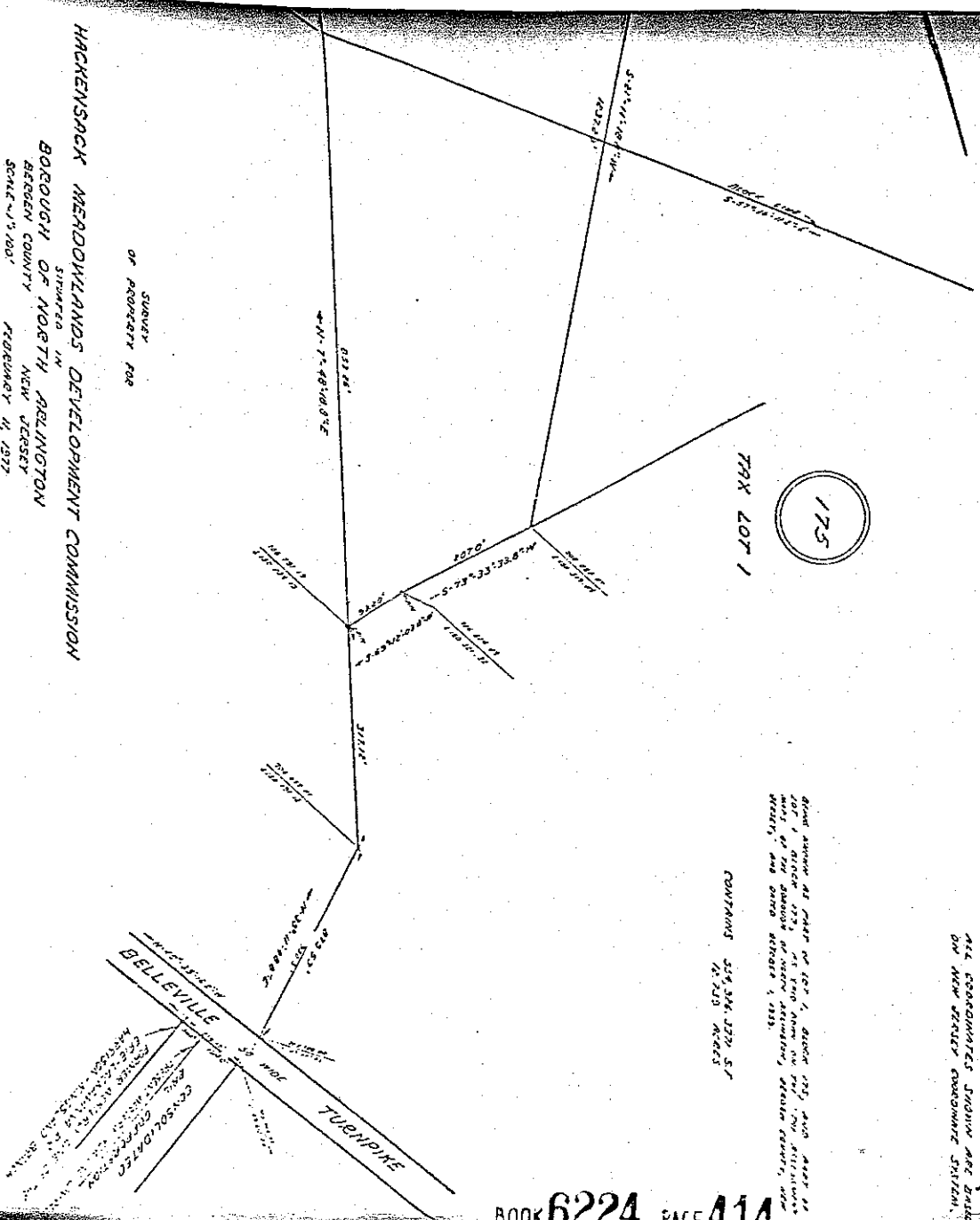
NOTE
ALL COORDINATES SHOWN ARE BASED
ON NEW ORLEANS COORDINATE SYSTEM.

SHOWN ABOVE AS PART OF LOT 1, BLOCK 125, AND AS LOT 1, BLOCK 125, AS SHOWN ON THE 1911 ATLAS, MAPS OF THE BOROUGH OF NEW BELLEVILLE, NEW JERSEY, AND OTHER RECORDS, 1913.

CONTAINS 354,304,379 S.F.
12,520 ACRES

175

TAX LOT 1



ESCROW AGREEMENT, dated March 25, 1977, among UNITED JERSEY BANK, a New Jersey banking corporation, ("United Jersey"), State of New Jersey by its Department of Environmental Protection (and the Natural Resource Council therein), ("the State"), the Borough of North Arlington, in the County of Bergen, a municipal corporation of the State of New Jersey, ("the Borough"), and Hackensack Meadowlands Development Commission, a public body corporate and politic, in but not of the Department of Community Affairs ("the Commission").

In consideration of the mutual covenants and agreements herein contained the parties hereby agree as follows:

1. Delivery of Escrow Funds

Simultaneously with the execution hereof, the Commission shall deliver or cause to be delivered to United Jersey a check in the amount of \$286,627.50. United Jersey hereby accepts delivery of such check and agrees to hold such funds as provided in this Escrow Agreement as Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

2. Escrow Period and Payment of Escrow Funds

United Jersey shall hold the escrow amount for the escrow period provided. If at any time during the escrow period United Jersey receives a notice signed by William D. McDowell, acting for and on behalf of the Commission, directing United Jersey to pay a specified amount to a specified payee, United Jersey shall promptly make payment as specified in such notice. The escrow funds shall be paid over pursuant to and in accordance with the Escrow Agreement executed between the State of New Jersey, dated March 22, 1977, which agreement is attached hereto and made a part hereof and the Supplement Agreement executed between the Commission and the Borough, only, dated March 22, 1977 which agreement is attached hereto and made a part hereof. The escrow period shall continue until such time as all of the monies held in the escrow account shall be paid over to the State and/or the Borough, and/or the Commission should the Commission succeed to the rights of the Borough.

3. Fees and Expenses

The Parties hereto agree to pay the Escrow Agent the sum of \$ 300 reasonable compensation for the services to be rendered hereunder and will pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder.

4. Liability of Escrow Agent

The duties and obligations of United Jersey as escrow agent shall be determined solely by the express provisions of this Escrow Agreement and United Jersey shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Escrow Agreement. United Jersey shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. United Jersey may rely and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Parties hereto hereby agree to indemnify the Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of the Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder including the costs and expenses of defending itself against any claim of liability.

5. Notices

All notices, instructions and other communications required or permitted to be given hereunder shall be in writing and shall be deemed

to have been duly given if delivered personally, given by prepaid telegram or mailed first class, postage prepaid, as follows:

If to United Jersey:

United Jersey Bank
Escrow Administration
210 Main Street, P.O. Box 547
Hackensack, N.J. 07602

If to the Commission:

Hackensack Meadowlands Development Commission
1099 Wall Street West
Lyndhurst, N.J. 07071
Attn: W. D. McDowell, Executive Director

If to the State:

New Jersey Department of Environmental Protection
Division of Marine Services
John Fitch Plaza
Trenton, N.J.
Attn: Donald Graham, Director

If to the Borough:

Borough of North Arlington
214 Ridge Road
North Arlington, N.J. 07032
Attn: Clerk

or to such other name or address as the parties shall designate by written notice to the other in the manner provided in this section.

6. Resignation of Agent

The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.

7. Investment of Funds

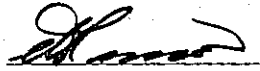
The Parties hereto authorize and direct United Jersey to invest the monies (funds in interest-bearing savings accounts), certificates of deposit or other government obligations.

8. General

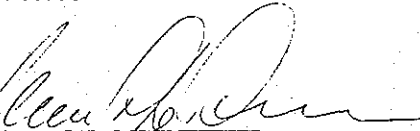
This Escrow Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have duly executed this Escrow Agreement as of the date first above written.

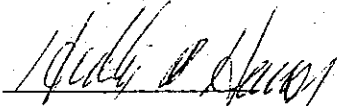
Attest:



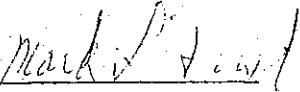
Attest:


William D. McDowell, Secretary

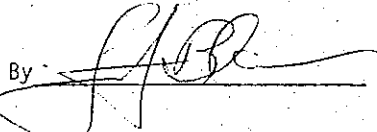
Attest:



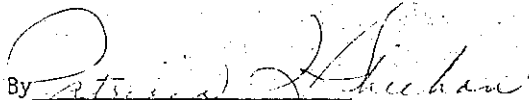
Attest:



UNITED JERSEY BANK

By: 


HACKENSACK MEADOWLANDS DEVELOPMENT
COMMISSION


By: 
Patricia Q. Sheehan, Chairman


BOROUGH OF NORTH ARLINGTON

By: 
Ernest T. Cerone, Mayor

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

By: 
David Bardin, Commissioner

By: 
Donald T. Graham, Director
Division of Marine Services

By: 
David F. Moore, Chairman
Natural Resource Council